

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41CFR) 101-11.601

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE: August 27, 2011

LEASE #GS-11B-02284

THIS LEASE, made and entered into this date between Potomac Creek Associates, L.L.C.
whose address is

C/O JBG Companies
4445 Willard Avenue, Suite 400
Chevy Chase, MD 20815

and whose interest in the property hereinafter described is that of owner, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 32,323 BOMA rentable square feet (BRSF) (such yielding approximately 27,229 BOMA office area square feet (BOASF)) consisting of the 4th, 7th, and 8th floors of the building located at 470/490 L'Enfant Plaza, Washington, DC 20024, to be used for SUCH OFFICE AND RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT (See Exhibit A – Floor plan of leased premises).

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a four and a half (4.5) year term beginning on July 1, 2011 and expiring on December 31, 2015.

3. The Government shall pay the Lessor annual rent of \$1,537,605.11 (\$47.57 per BRSF) at the rate of \$128,133.76 per month in arrears. Rent for a lesser period shall be prorated. Rent shall be subject to annual Operating Expense Adjustments and Tax Adjustments during the Lease term as per the attached Solicitation for Offers. Rent checks shall be made payable to Potomac Creek Associates, L.L.C., 4445 Willard Avenue, Suite 400, Chevy Chase, MD 20815 or in accordance with the provision for electronic transfer of funds.

4. (Intentionally Deleted)

5. The Government shall have one (1) option to renew the term of the Lease for an additional one (1) year period. The Government shall pay to the Lessor during such renewal term annual rent of (i) \$1,537,605.11, payable at the rate of \$128,133.76 per month in arrears, plus (ii) aggregate accrued operating costs during the original lease term. The Government will continue to make payments for operating cost adjustments uninterrupted during such renewal term as if such renewal term were part of the original term of the Lease. The Government shall exercise its renewal option, if at all, by providing the Lessor with written notice of the Government's intent to exercise such option at least two hundred seventy (270) days before the end of the original term of this Lease; all other terms and conditions of this Lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

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6. The Lessor shall furnish to the Government as part of the rental consideration, the following:

A. Except as otherwise provided herein, all operating, repair and maintenance services and all utilities as required by SFO 9DC2625 attached hereto. Included as part of such operations and maintenance are all improvements, alterations and repairs as are necessary to ensure such services are provided. This lease is intended to be a full service lease. Notwithstanding the foregoing, the Lessor shall not be responsible for the cost to operate, repair or maintain any personal property of the Government.

B. The Lessor shall provide, as part of the rent set forth in Paragraph 3, all Building Shell Requirements including, but not limited to, full compliance with all fire and life safety requirements, as set forth in the attached Fire Protection and Life Safety Evaluation (Attachment #4) including the recommendations and findings of the GSA Fire Protection Engineering Section's review of the report (Rider #1), and full handicapped accessibility compliance throughout the Government demised area.

C. The Lessor shall provide to the Government a Tenant Improvement Allowance of \$272,290 (which represents \$10.00/BOASF x 27,229 BOASF office space). Such allowance shall be available in full immediately upon execution of this Lease, but shall be held by the Lessor until directed by the Government on how the disbursement of funds shall occur. The Government may use the Tenant Improvement Allowance at any time on or before the date that is one (1) year from the lease commencement date, 7/1/2011. The Government shall have the full latitude to direct disbursement of funds in accordance with the SFO or offset the Government's rental obligation to the Lessor. This Tenant Improvement Allowance is included in the rent, with the \$10.00/BOASF being amortized at a rate of 0% over the Lease term. If the Government does not utilize the entire Tenant Improvement Allowance included in the rent on or before June 30, 2012, the unused Tenant Improvements will be deamortized during the second (2nd) lease year by giving the Government a rent credit for the next month (and each subsequent month as necessary until fully deamortized) of the Lease term in an amount equal to the unused, amortized Tenant Improvement Allowance. The Government may not use any Tenant Improvement Allowance after June 30, 2012. The actual cost of the Tenant Improvements will be determined by the competition and cost proposal process as set forth in SFO Paragraph 3.2 "Tenant Improvements Included in Offer," SFO Paragraph 3.3 "Tenant Improvement Rental Adjustment," and SFO Paragraph 5.2 "Tenant Improvement Pricing Requirements."

D. If the Lessor performs any tenant improvement work on behalf of, or at the request of, the Government, then the Government shall pay to the Lessor a management fee equal to 5% of the total cost of all of such work. If the Government performs the tenant improvement work, the Landlord or the Landlord's architect, contractor, or agent shall supervise such work and the Government shall pay to the Landlord a construction supervision fee equal to 3% of the total cost of all of such work.

E. Pursuant to Paragraph 3.3 "Tax Adjustment", the Government's percentage of occupancy within the subject building for the purpose of calculating future Tax Adjustments as provided by the Lease is 8.1806%. The total building square footage is determined to be 395,119 BOMA rentable square feet (330,291 BOMA Office Area Square Feet). 32,323 BRSF/ 395,119 BRSF.

F. Pursuant to Paragraph 3.5 "Operating Costs" and Paragraph 3.6 "Operating Costs Base", the Operating Cost Base for purpose of calculating future Operating Cost Adjustments as provided by the Lease and its Attachments

(b) (4) The Government requires daytime cleaning for this space, pursuant to paragraph 4.10 'Janitorial Services', and is included in the operating costs in the amount of

(b) (4)

G. Pursuant to Paragraph 3.8 "Common Area Factor", the Add-On Factor is determined to be 1.1871, as calculated: 32,323BRSF/27,229 BOASF.

H. Normal hours of operation are defined as **7AM to 6PM** on Monday-Friday (except federal holidays) and 8 a.m. to 1 p.m. on Saturdays. Pursuant to Paragraph 7.3 'Overtime Usage', the overtime HVAC rate for HVAC use beyond the above-referenced Normal Hours Schedule will be fair and reasonable and established once new building system are fully operational and in place. The foregoing overtime HVAC rates are inclusive of all labor, maintenance, service and engineering fees.

K. Paragraph 4 of this Lease has been intentionally deleted.

L. In the case of discrepancies between this SF2 and its attachments, this SF2 shall govern.

7. The following language are clarifications to the Lease:

A. The Government hereby accepts the leased premises in their "as existing" condition, and the Lessor represents that such items are in good repair, providing a tenantable condition. The intent of this qualification is to recognize that the Government may find such items or conditions to be at least

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minimally acceptable with regard to the Government's occupancy of the space. Nonetheless, such items or conditions are to be in "good repair and tenantable condition" at the time of Lease commencement or by any other specified date(s) in this Lease and to be maintained and repaired (or replaced) as necessary to remain as such throughout the term of this Lease. The acceptance of the leased premises "as existing" does not relieve the Lessor from the obligation in this Lease to maintain and repair the building shell and fire and life safety issues in compliance with the standards set forth in this Lease.

- B. Notwithstanding anything to the contrary contained in the SFO or elsewhere in this Lease, the Government shall be responsible for maintaining, repairing, and replacing any special equipment installed by, or for the benefit of, the Government in, or servicing, the Leased Premises, including, but not limited to, dedicated/self-contained HVAC equipment, independent controls, special lighting fixtures, special storage systems, telecommunications equipment, computer equipment, vending facilities, audio-visual equipment, executive kitchens, additional bathrooms, conference room equipment, emergency power systems, special window coverings, modular or systems furniture, data equipment, additional security related equipment (including, but not limited to, magnetometers and x-ray machines), mail-handling equipment, appliances, and wiring related to any of the foregoing. The Government shall also be responsible for any increase in actual operating costs associated with any such special equipment located in, or servicing, the Leased Premises. The Government shall pay to the Lessor any such increase in actual operating costs within thirty (30) days of written demand therefor from the Lessor, which demand shall include evidence sufficient for the Government to reasonably verify such increase. The Lessor may, at its sole option, require that any such special equipment be submetered at the Government's sole cost and expense, in which event the Government shall be responsible for paying the cost of any utilities for such special equipment directly to the service provider(s) therefore.
- C. Notwithstanding anything to the contrary contained in the SFO or elsewhere in this Lease, the Government's right to install security equipment, communications equipment, antennae, or other similar equipment to the roof, parapet, or Building envelope is subject to space availability, code compliance, the rights of other tenants, and prevailing rental rates for rooftop space. The Government agrees to cooperate with the Lessor with respect to all aspects of such placements on the rooftop, parapet, or Building envelope. Installation and use of such equipment is subject to the prior written consent of the Lessor, such consent to be given or withheld in the Lessor's sole and absolute discretion. Installation and use of such equipment shall not interfere with the Building's systems or other tenants' use of the roof, parapet, Building envelope, or their premises. To the extent that the Government installs or uses any such equipment at the Building (including, but not limited to, the roof thereof), the Government shall comply with all applicable law and codes regarding such work. If the Government's installation of any security equipment, communications equipment, antennae, or other similar equipment on the roof, parapet, or Building envelope causes damage to the roof, parapet, Building envelope, or any other portion of the Building, leased premises, or surrounding areas or to personal property or any person, the Government shall be responsible for any and all associated repair costs and damages, including, but not limited to, costs for repairing the roof, parapet, or Building envelope, any interior damage, any damage to personal property, and any injury to a person to the extent authorized under the Federal Tort Claims Act or the Contract Disputes Act or other applicable statutory authority.
- D. The Government shall pay any reasonable and allowable out-of-pocket or third party costs incurred by the Lessor in connection with the Government's installation of such equipment or use of the roof. The Government, at its sole cost and expense, shall remove any equipment installed by, or on behalf of, the Government from the roof, parapet, or Building envelope promptly upon expiration or earlier termination of this Lease. Immediately after such removal, the Government, at its sole cost and expense, shall repair any areas affected by such removal and restore the same to substantially the same condition as existed immediately before such removal.
- E. The Government shall reasonably cooperate with the Lessor and Lessor's Lender to make such modifications to this Lease (if any) as may be required to facilitate financing of the Building so long as such requested modifications (i) do not alter the Lessor's obligations under this Lease, (ii) do not increase the costs to the Government in connection with this Lease, and (iii) are otherwise consistent with the purpose and intent of this Lease. For purposes hereof, "Lessor's Lender" means any financial institution or trustee that is the holder of a mortgage, deed of trust, or other security instrument that constitutes a lien on all or a portion of the Lessor's interest in the leased premises or the Building, or any other security interest in, or assignment of, any lease or the rent thereunder.
- F. To the extent that the Government performs work at the Building (including, but not limited to, the roof thereof), the Government shall comply with all applicable law and codes regarding such work.
- G. BUSINESS IMPROVEMENT DISTRICTS (B.I.D.)
a. For purposes of this solicitation:

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- i. "BID" means a Business Improvement District, Special Improvement District, or other specifically designed geographical area within a taxing jurisdiction organized and registered pursuant to enabling legislation promulgated by a State or local government, within which properties are assessed, charged, or taxed solely by virtue of their location within the given area and in support of services or projects located solely within the area.
 - ii. "Building" means the building(s) within which space is provided to the Government under this Lease, together with the land upon which the Building is located.
 - iii. "Lessor's BID Assessment" means charges, assessments, or taxes levied against the Lessor or the Building, expressed as a fixed sum per Building, solely by virtue of the Building being located within a BID.
 - b. The Government agrees, when applicable, to make a single annual lump sum payment to the Lessor for its share of increases in Lessor's BID Assessment over the base year. For purposes of this Paragraph, the base year amount of Lessor's Bid Assessment will be determined as the amount in the calendar year in which this Lease commences.
 - c. The Government's share of increases in Lessor's BID Assessment shall be based upon the ratio of the ANSI/BOMA Office Area square feet occupied by the Government to the total ANSI/BOMA Office Area square feet of office and retail space in the Building (percentage of occupancy). Square footage related to parking will not be included in determining the Government's percentage of occupancy. At the Contracting Officer's sole discretion, the Government may pay its share of increases in Lessor's BID Assessment based upon the ratio of the assessed value of the space leased by the Government to the total assessed value of the Building. For purposes of this clause, the Government's percentage of occupancy is stated in the paragraph of this Lease entitled "Tax Adjustment."
 - d. The Lessor shall furnish the Government with copies of all bills reflecting Lessor's BID Assessment and evidence of payment of such Lessor's BID Assessment by the Lessor. Evidence of payment must be submitted to the Government within 60 calendar days of the date that the final payment for the applicable tax year is due (i.e., the Lessor shall be required to submit evidence of payment for both the first half and the second half of the tax year within 60 calendar days of when the payment for the second half of the tax year is due). Failure by the Lessor to submit evidence of payment as provided in this Paragraph shall act as a waiver of the Lessor's right to receive payment under this Paragraph.
- H. The Government and the Lessor acknowledge that the Lessor is performing, or will perform, certain renovations, as described on Attachment A, to the main lobby and common areas of the Building (the "Renovations"). During the Lessor's performance of the Renovations, the Lessor and its contractors will not unreasonably interfere with access by the Government to the Leased Premises.
- I. Paragraph 1.3 of the SFO is hereby deleted in its entirety and the following is inserted in lieu thereof:
- a. "The lease term is for a 4.5-year term, commencing on July 1, 2011 and expiring on December 31, 2015. GSA shall not have a right to terminate this Lease for convenience. All of the terms and conditions contained herein shall prevail throughout the term of this Lease."
- J. Paragraph 1.10.A of the SFO is hereby deleted in its entirety. The Government currently occupies the Leased Premises.
- K. Based on the information the Lessor has provided, the Leased Premises and the Building will meet the requirements of Paragraph 1.11 of the SFO effective as of the date of the Lessor's substantial completion of the Renovations. Verification that the Leased Premises and Building meet the requirements of Paragraph 1.11 of the SFO will be memorialized in a Supplemental Lease Agreement within thirty (30) days of substantial completion of the Renovations.
- L. Notwithstanding anything to the contrary contained in Paragraph 1.13.A of the SFO or elsewhere in this Lease, all improvements except the Renovations that are made in accordance with this Lease shall be tenant improvements. The parties hereby stipulate that the leased premises, as of lease execution, meet the building shell requirements and that no further work other than the Renovations, including, but not limited to, making improvements or alterations, is required for the leased premises to meet the building shell requirements. If the Government requests that the Lessor perform any such work, such work will be performed at the Government's sole cost and expense.

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- M. Notwithstanding anything to the contrary contained in Paragraph 2.4 of the SFO or elsewhere in this Lease, in no event will the Lessor be required to provide "swing space" to the Government under, or in connection with, this Lease. The Lessor will use commercially reasonable efforts to minimize interference with the Government's occupancy of the Leased Premises during performance of any work; provided, however, that the Lessor will not be responsible for any such interruption.
- N. For purposes of Paragraph 4.2.B.7 of the SFO, the real estate tax base for the Leased Premises shall be the real estate taxes for the time period from July 1, 2011 through June 30, 2012.
- O. Paragraph 4.6 of the SFO is hereby amended by adding the following as the last sentence thereof:
- a. "The Government's access pursuant to this Paragraph is intended to allow for unscheduled or non-regular use of the leased space on an intermittent basis outside normal business hours. Nothing contained herein may be construed to require the Lessor to provide services or utilities to accommodate the Government's use of the leased space outside of normal business hours for a second employee shift. If the Government institutes a second employee shift at the leased space outside of normal business hours, the Lessor and the Government shall enter into a Supplemental Lease Agreement to increase the base operating costs and annual rental to include the increased operating costs resulting from the Government's use of the leased space outside of normal business hours for a second employee shift."
- P. Paragraph 5.6 of the SFO is hereby deleted in its entirety.
- Q. Paragraphs 5.9, 5.10, 5.11, and 5.12 are hereby deleted in their entirety. The Government shall remove all cabling and wiring from the Leased Premises immediately upon expiration or earlier termination of the Lease. In addition, the Government shall restore the Leased Premises to substantially the same condition as existed immediately before the installation of such cabling or wiring in, or the bringing of such cabling or wiring on, the Leased Premises, all at the Government's sole cost and expense.
- R. Notwithstanding anything to the contrary contained in Paragraph 8.2 of the SFO or elsewhere in this Lease, the Government may only request the report referenced in Paragraph 8.2 of the SFO at the cost to the Lessor one (1) time per calendar year of the term of the Lease.
- S. Notwithstanding anything to the contrary contained in Paragraph 8.3.A of the SFO or elsewhere in the Lease, the Lessor shall use commercially reasonable efforts to obtain the Energy Star label for the building within the first eighteen (18) months after Lease award. If, despite the Lessor's commercially reasonable efforts to obtain the same, the Lessor is unable to obtain the Energy Star label for the building, such failure will not constitute a default of the Lease and the exception contained in Paragraph 8.3.C.2 of the SFO shall apply.
- T. Notwithstanding Paragraph 8.16.A.4 of the SFO or elsewhere in this Lease, the Lessor and its electrical contractor have no obligation for any wiring, service, testing, or any other work with respect to the Government's systems furniture. All such work shall be performed by the Government or its contractor at the Government's sole cost and expense.
- U. Notwithstanding anything to the contrary contained in Paragraph 9.9 of the SFO or elsewhere in this Lease, the Lessor shall in no event be responsible for any damage or injury (whether to person or property or otherwise) related to the Government's use, carrying, or storage of hazardous materials in or about the Leased Premises. Any such use, storage, or carrying shall be at the sole risk and responsibility of the Government under this Lease and the Lessor may pursue any right at law or equity against the Government with respect thereto to the extent authorized under the Federal Tort Claims Act, the Contract Disputes Act or other applicable statutory authority.
- V. Notwithstanding anything to the contrary contained in Paragraph 10.13.D of the SFO or elsewhere in this Lease, all parking serving the Leased Premises will be provided on a first-come, first-served basis. Notwithstanding the foregoing, the Government may separately contract with the Lessor or the Lessor's garage operator for up to three (3) reserved parking spaces in the garage serving the Building. For each such reserved parking space, the Government shall pay to the Lessor or the Lessor's garage operator, as applicable, the then-current market rate for a reserved parking space that is being charged by the Lessor or the Lessor's garage operator, which market rate may be adjusted from time to time in the Lessor's sole and absolute discretion.

8. The following are attached and made a part hereof:

A. Exhibit A - Floor plans of the Leased Area - 12 pages

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- B. Solicitation for Offers #9DC2625 - 51 pages
C. Attachment A-Description of Renovations - 2 pages MM/md
D. Attachment #1 -Proposal to Lease Space- 2 pages RP
E. Attachment #4 to the SFO "Fire and Life Safety Evaluation" - 8 pages 23
F. Rider #1- Fire Protection Engineer's Findings and Recommendations- 8 pages MM/md RP
G. Attachment #2 to the SFO "Prelease Building Security Plan" - 6 pages
H. GSA Form 1217 "Lessor's Annual Cost Statement" - 2 pages
I. GSA Form 3517B - 33 pages
J. Rider #2-Negotiated Deviations from GSA Form 3517- 2 pages
K. GSA Form 3518 - 7 pages
L. Small Business Subcontracting Plan -15 pages
M. Rider #3 - Fire Protection/Life Safety Accessibility - 2 pages MM/md RP

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR (b) (6)

_____, its Managing Member
_____, its Managing Member
_____, its Managing Member

BY

TITLE

Steve Bonacci
Authorized Signatory

IN PRESENCE OF (b) (6)

ADDRESS: 4445 Willard Avenue, Suite 400, Chevy Chase, MD 20815

UNITED STATES OF AMERICA

BY (b) (6)

CONTRACTING OFFICER, GSA, NCR

STANDARD FORM 2
FEBRUARY 1965 EDITION

EXCEPTION TO SF2 APPROVED
Revised 11/30/2005

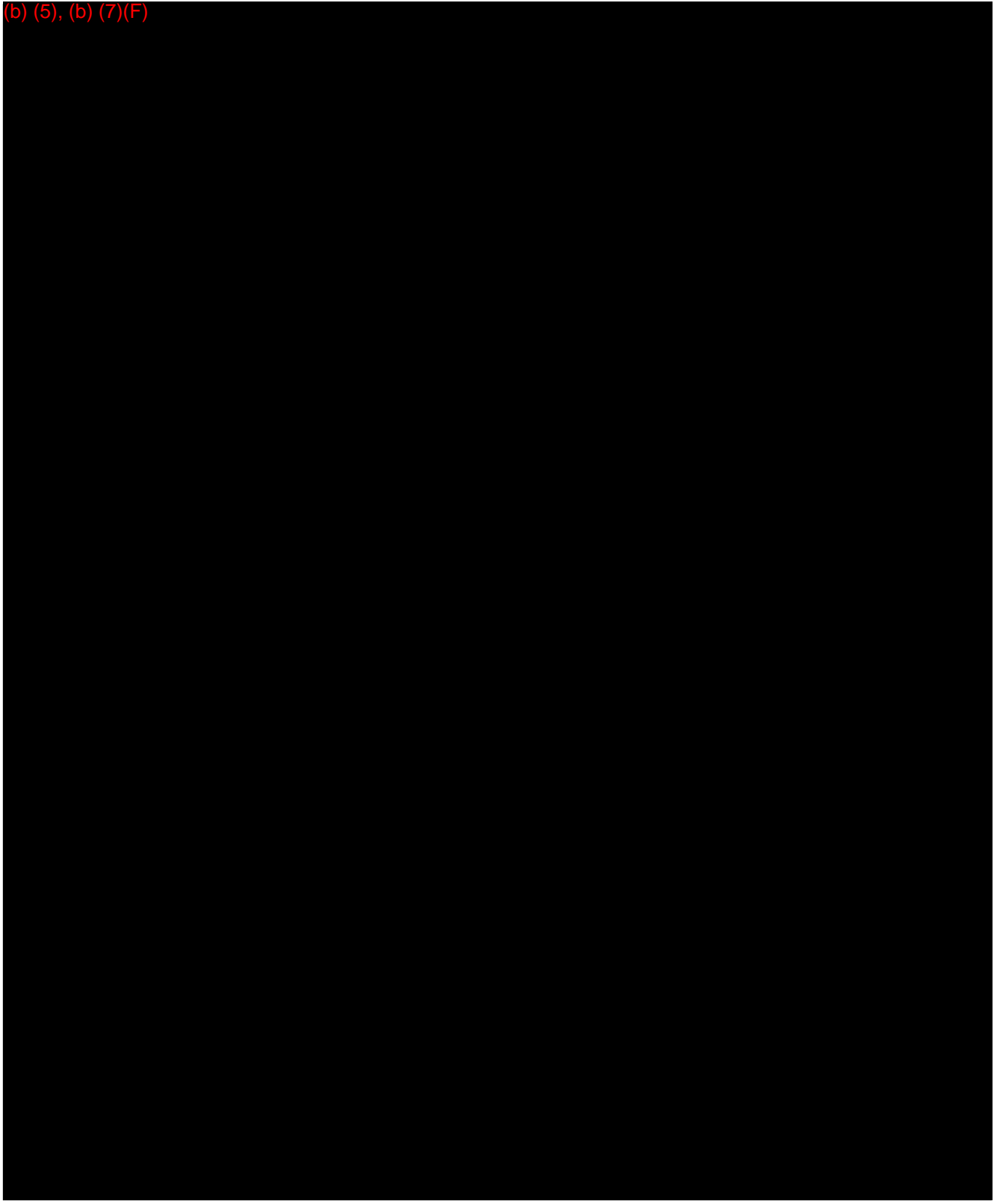
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470/490 L'Enfant Plaza SW - 4th Floor

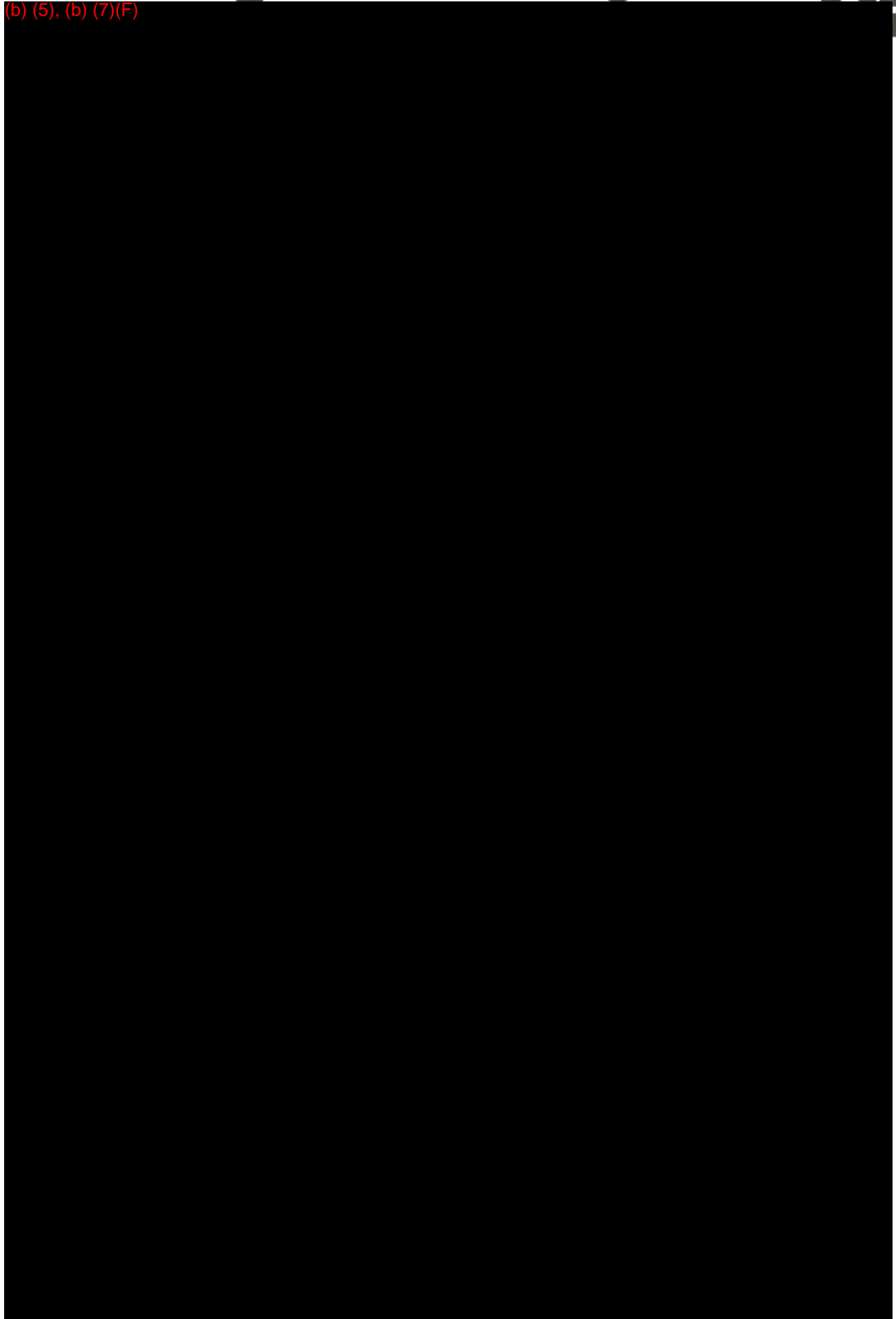
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Plan

470/490 L'Enfant Plaza SW - 4th Floor

(b) (5), (b) (7)(F)



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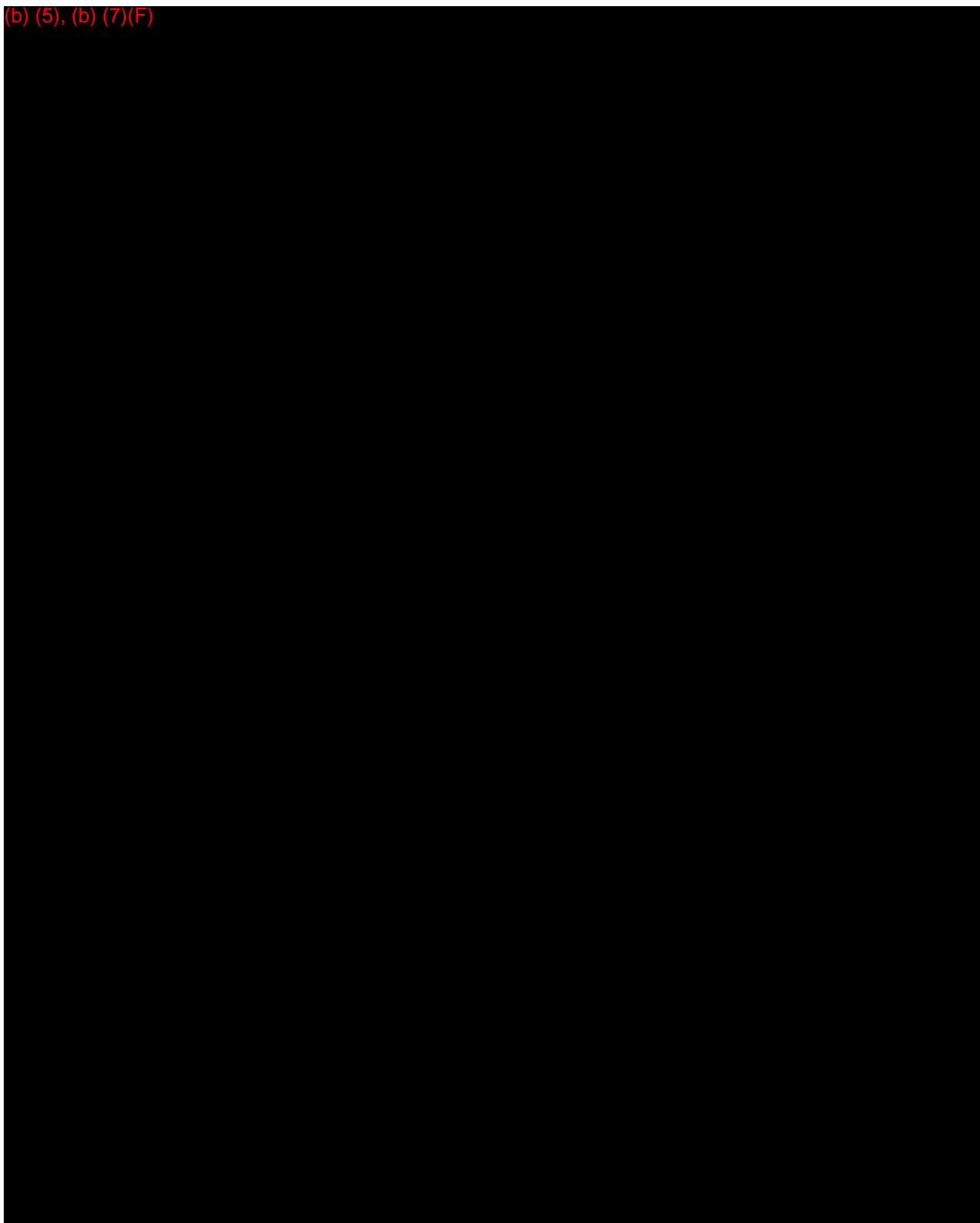
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Suite 4300A

WPK

470/490 L'Enfant Plaza SW - 7th Floor

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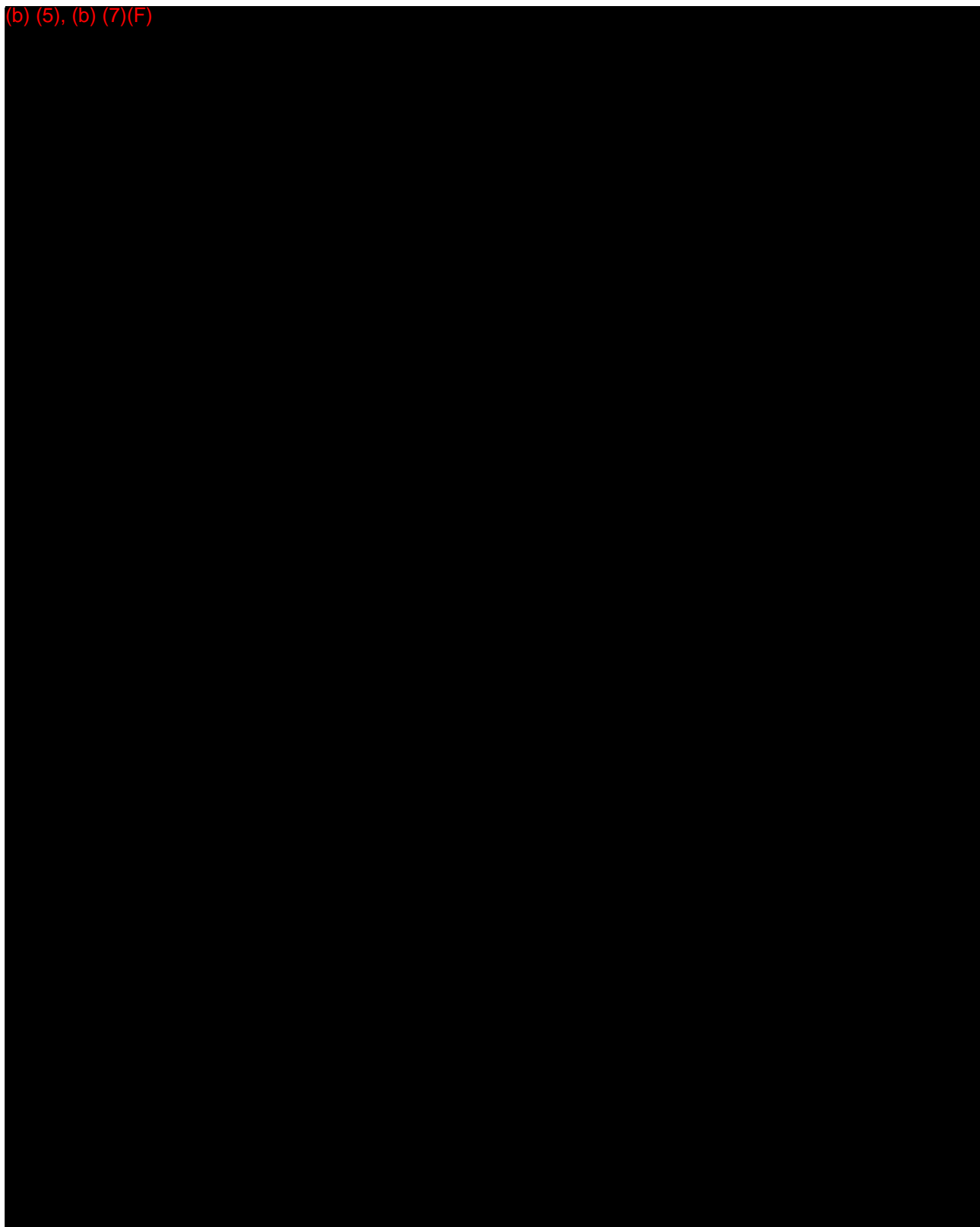
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LTD: N/A

American Maritime
Officers' Service
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LTD: 08.31.10

Plan

470/490 L'Enfant Plaza SW - 7th Floor

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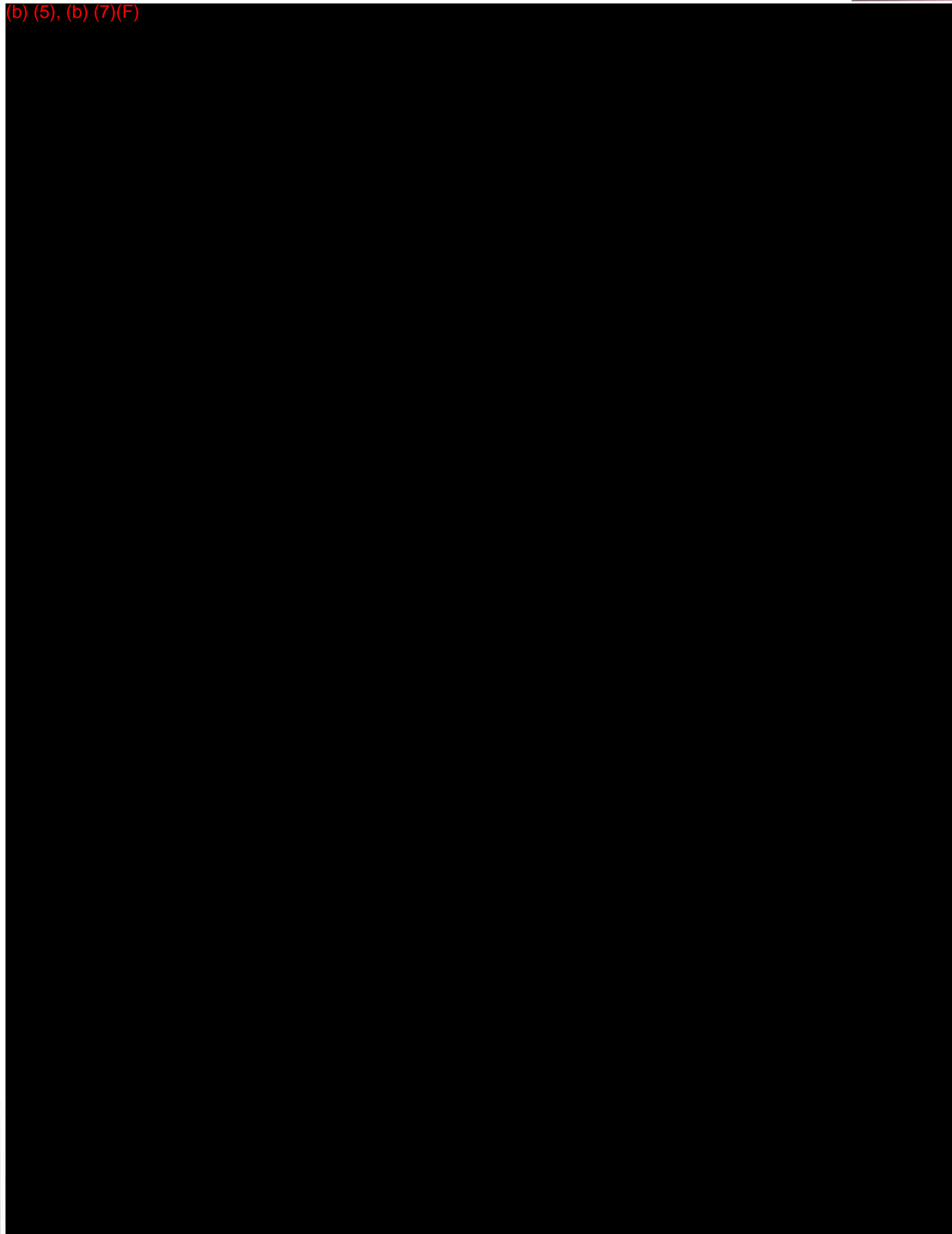
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Calculations

470/490 L'Enfant Plaza SW - 7th Floor

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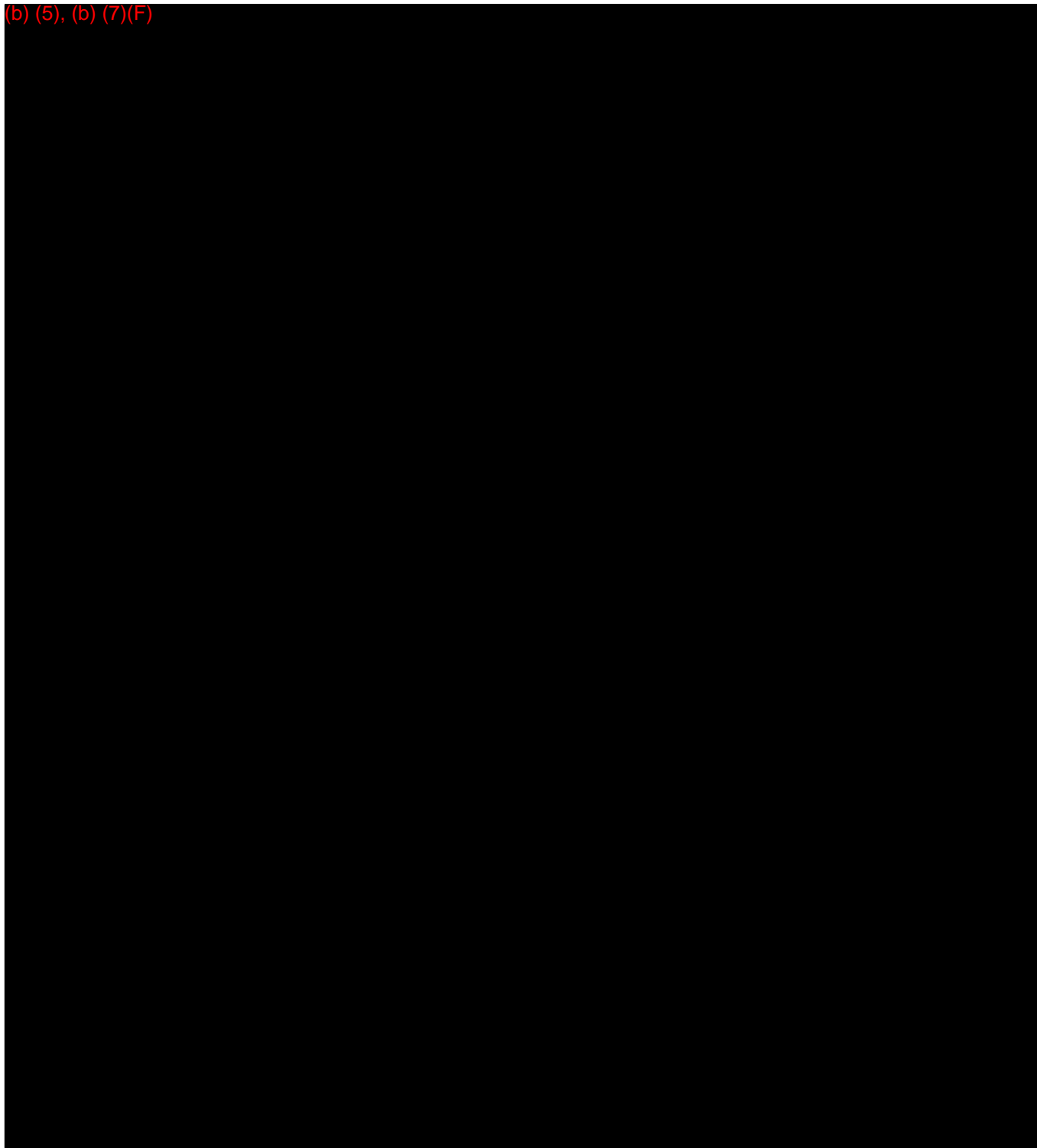


W RP

Suite 7110

470/490 L'Enfant Plaza SW - 7th Floor

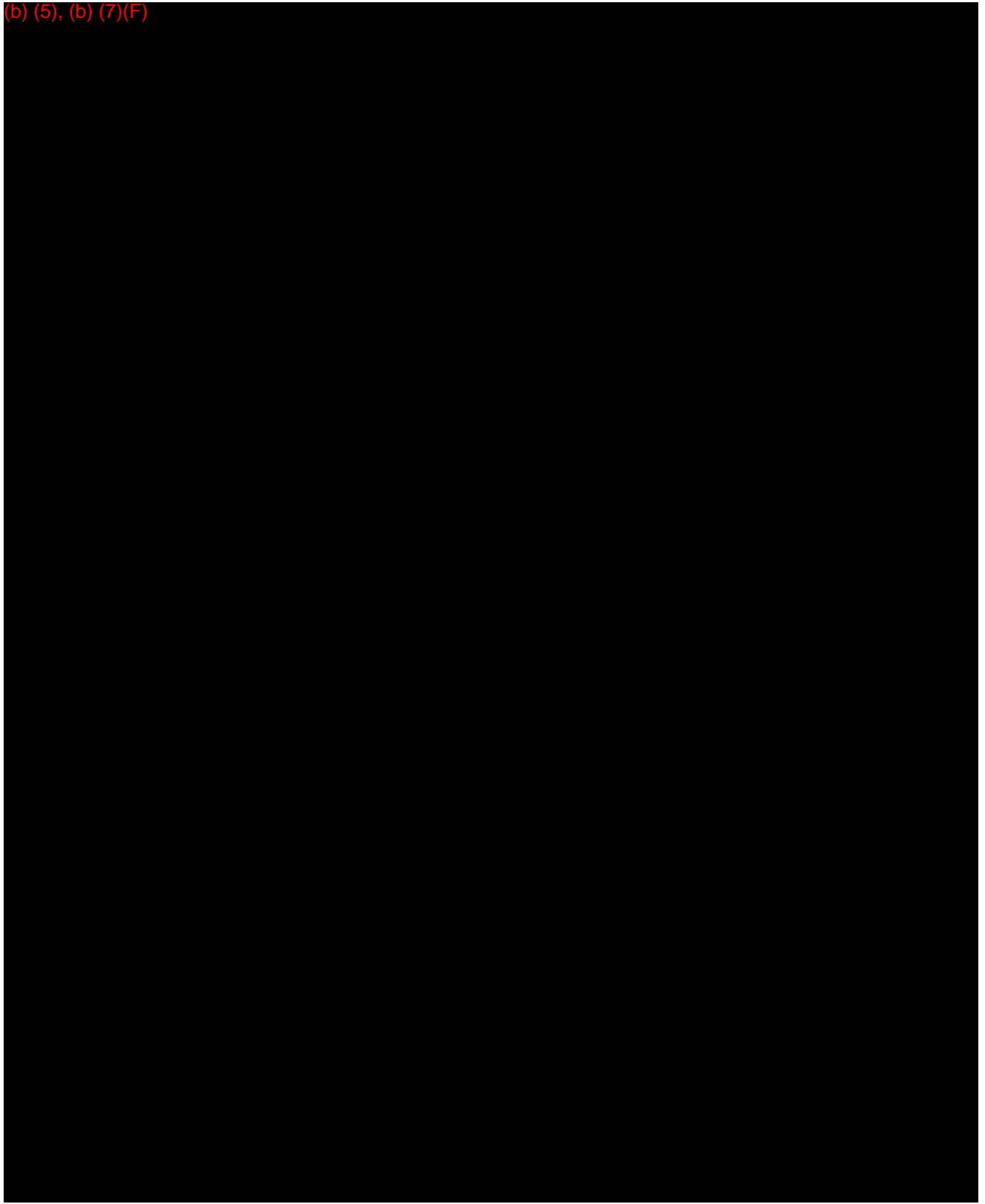
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Suite 7112

W/PP

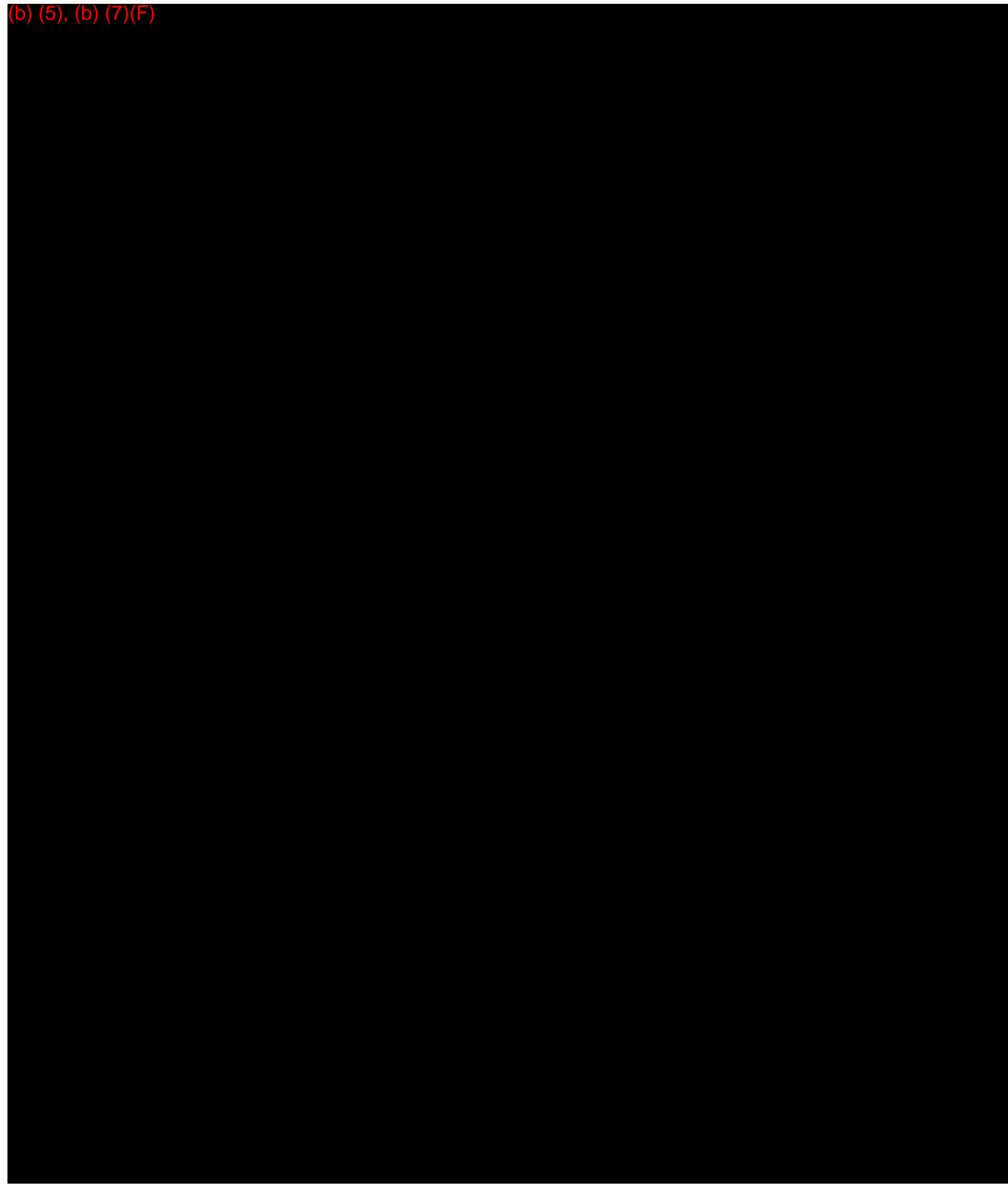
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Plan

470/490 L'Enfant Plaza SW - 8th Floor

(b) (5), (b) (7)(F)



Calculations

w/p



(b) (5), (b) (7)(F)

Suite 8001

WBP

(b) (5), (b) (7)(F)

Suite 8102

(b) (5), (b) (7)(F)

Suite 8202

W *82*

DATE OF LEASE: SEPTEMBER 9, 2011

LEASE #GS-11B-02307

THIS LEASE, made and entered into this date between Union Square 941 Property, LP

Whose address is: c/o Akridge
601 13th Street, NW
Suite 300
Washington, DC 20005-3807

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of approximately **29,680 BOMA Rentable Square Feet (BRSF)**, [yielding **25,372 ANSI/BOMA Office Area Square Feet (ABOA)**] of office and related space, located on a portion of the 2nd Floor in Suite 200 in the office building known as **Union Square North**, located at 999 North Capitol Street, NE, Washington, DC 20002-4259. See Attachment 12, Floor Plan.

To be used for office and related purposes as determined by the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the FIVE (5) YEAR FIRM term beginning upon the lease commencement date determined with "Attachment #2 Construction Schedule" and ending FIVE YEARS later, subject the renewal right hereinafter set forth.

3. The Government shall pay the Lessor an annual rent of **\$1,329,239.08 (\$52.39/ABOA)** at the rate of **\$110,769.92** per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of **(b) (4)** base year real estate taxes, and \$101,488.00 to amortize the tenant improvement allowance of **\$507,440.00 (\$20.00/ABOA)** at **(b) (4)**. The operating cost base includes a daytime cleaning premium of **\$1.00/ABOA**. Payment of CPI adjustments to the operating cost and adjustments for real estate taxes shall be made by the Government in accordance with the SFO # 11-DC. Notwithstanding the foregoing, the Government shall be entitled to abatement of rent in the sum of **\$775,389.44** to be applied against fully-serviced monthly rental payments for the first seven (7) months of the lease term until fully exhausted. Rent checks shall be payable to **Union Square 941 Property, LP, c/o Akridge, 601 13th Street NW, Suite 300, Washington, DC 20005-3807**.

4. (Intentionally Deleted)

5. The Government shall have the right to one (1) renewal option for a five (5) year firm term at an annual rental rate **\$1,450,009.80** which is equivalent to **\$57.15/ABOA (\$56.15/ABOA + \$1.00/ABOA for daytime cleaning)**, at the rate of **\$120,834.15** per month in arrears plus accrued operating expenses from the initial term. Operating expense adjustments shall continue to be calculated from the initial base. The renewal option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term; all other terms and conditions of this lease shall remain the same during the renewal term. Said notice shall be computed commencing the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE.

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- a) Prior to substantial completion of the leased premises, Lessor shall correct all deficiencies and comply with all recommendations and findings of Solicitation Attachment #4, Fire Protection & Life Safety Evaluation report prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of the report.
- b) Tenant Improvements: Upon completion of improvements, if any, by Lessor and acceptance thereof by the Government, the cost of improvements shall be memorialized in a Supplemental Lease Agreement (SLA) along with the amortization payment amount and revised rent. Tenant improvements financed by the Lessor shall be amortized at the rate of zero percent (0%) for improvements up to **\$507,440.00 (\$20.00/ABOA)**. Any tenant improvements funded by the Lessor in excess of this amount shall be repaid by the Government via lump sum payment in accordance with the SFO section 3. The Government reserves the right to convert any unused portion of this allowance to additional rental abatement and add accordingly to the amount stated in Paragraph 3.
- c) The Government, including individual Government employees, shall have the right to rent up to 25 parking permits at market rates, which rates are currently **\$200** per unreserved permit and **\$400** per reserved permit per month.
- d) The Government's percentage of occupancy for real estate tax purposes shall be **9.22%**, based on **29,680 RSF / 321,980 RSF**, subject to confirmation of the total rentable area of the entire building.
- e) Pursuant to Paragraph 4.1 of the SFO, the "Common Area Factor" is calculated to be **1.1698**, as calculated: **29,680 RSF/25,372/ABOA**.
- f) In connection with the buildout of Tenant Improvements, the general contractor's total fees for overhead and profit shall not exceed **4%** and the general contractor's fees for general conditions shall not exceed **2%**. The Lessor's total construction management & coordination fees for the Tenant Improvements for the Government's space shall be **2%**, and architecture & engineering fees, if any, shall not exceed **\$3.85/ABOA**. All of these fees will be paid for out of the Tenant Improvement Allowance.
- g) The HVAC overtime rate shall reflect the Lessor's actual cost of providing overtime HVAC services, including personnel, and shall not exceed \$80.00 per hour per premises for the firm term of this lease. The Government reserves the right to require Lessor to provide actual bills for said services.
- h) Pursuant to section 4.4 of SFO #11-DC the adjustment for vacant premises shall be **\$3.15/ABOA**. Such adjustment shall be given only if the Government vacates 5,000 or more BOASF.
- i) Lessor and the Government have agreed to a schedule for the design, construction and delivery of space. The agreed upon schedule is attached as Attachment #2 Construction Schedule. Within ten (10) days of full execution of this lease, the Government shall provide the Lessor with a Program of requirements sufficient in scope and detail to permit the creation of Design intent Drawings. The start date for the initial task of Attachment #2 Construction Schedule, shall commence within five (5) days of the full execution of this Lease and receipt of the Program of Requirements. The start dates for all subsequent tasks shall adjust accordingly with the durations for each task remaining the same. Should either the Government or the Lessor fail to discharge their responsibilities as defined herein within the time allocated under the agreed upon construction schedule, such failure shall constitute "delay," unless it is Excusable Delay. Delay caused by either party may be offset by the early completion of that party's other responsibilities within the schedule. The absolute value of the number of days of one party's delay minus the number of days of the remaining party's delays shall equal the total number of days of delay for a given stage of the schedule. Delay in substantial completion shall then be attributable to the party having caused the greatest number of days of delay and shall be termed either "Government Delay" or "Lessor Delay" as appropriate. If Government Delay occurs, then the rent commencement date shall be the same number of days earlier than the acceptance date as the number of days of Government Delay. Any rental paid by the Government prior to actual occupancy shall be less the cost for variable services and utilities not provided to the premises. If Lessor Delay occurs, the rent commencement date shall be the acceptance date. In any event, the Government will not be required to accept space and commence rent prior to the original date as indicated in the "Occupancy Date" paragraph of the SFO, unless otherwise agreed to by the Government. Following lease award the parties will meet and negotiate in good faith in an attempt to agree upon a revised schedule that achieves, at no additional expense to either party, a final completion date which might be sooner than is set forth in the schedule attached to the Lease as Attachment #2 Construction Schedule. Absent such an agreement, Attachment #2 Construction Schedule will govern.

Tenant shall have the right, in a location reasonably determined by Landlord, for the installation, operation and maintenance, at Tenant's expense, of one (1) satellite dishes or antennas and other related communications equipment ("Antenna"), (1) subject to the requirements of any law, ordinance, rule or regulation of any applicable governmental authority, including without limitation zoning and historic preservation laws, ordinances, rules and regulations, as well as any restrictive covenants encumbering the Building, (2) provided such use does not unreasonably interfere with the rights of other tenants in the Building to use the same for their existing antenna or any rights to install an antenna thereon set forth in a then existing written agreement, (3) subject to and in accordance with Landlord's review and approval of Tenant's requirements (including use, height, size, weight, installation requirements, etc.), which approval shall not be unreasonably withheld, delayed, or conditioned, and (4) provided such Antenna is not greater than one (1) meter in diameter, does not occupy more than a three foot by three foot area of roof space and is not more than three (3) feet in height. Tenant, at its sole cost and expense, will be responsible for the repair of any roof damage caused by the installation, ongoing use, maintenance or removal of such devices.

k) The Lessor shall cause all cleaning within the Government's demised area to be performed between the hours of 8:30a.m. and 4:30 p.m., Monday through Friday.

7. The following are attached and made a part hereof:

1. Solicitation For Offers (SFO) # 11-DC, 56 pages
2. Security Rider, 1 page
3. Fire & Life Safety Rider, 1 page
4. Solicitation Attachment #1, Rate Structure, 1page,
5. Attachment #2 Construction Schedule, Below 92,000 BOMA Office Area Square Feet, 1 page
6. Solicitation Attachment #3, Scope of Work for DID's and Construction Schedule Tasks, 2 pages
7. Solicitation Attachment #4, Fire Protection & Life Safety Evaluation, 12 pages
8. GSA Form 1217, Lessor's Annual Cost Statement, 2 pages
9. GSA Form 1364, Proposal To Lease Space, and its attachment, 4 pages
10. GSA Form 3517, General Clauses, 33 pages
11. GSA Form 3518, Representations and Certifications, 7 pages
12. Small Business Subcontracting Plan, 14 pages
13. Floor Plan of Leased Area, 1 page

IN WITNESS WHEREOF, the Lessor and the Tenant do hereby certify that they have hereunto subscribed their names as of the date first above written.

LESSOR: U

By: [REDACTED] 41 Property, LP

BY

Avraham Shemesh, Treasurer

6922 Hollywood Blvd., Ste. 900, Los Angeles, CA 90028

IN PRESENCE OF

Lauren Maddox

6922 Hollywood Blvd., Ste. 900, Los Angeles, CA 90028

UNITED STATES OF AMERICA

BY [REDACTED] CONTRACTING OFFICER, GSA, NCR